of the act, the provision in § 60, a, is effective only when recording is required, not when it is "permitted or required." This may mean one of three things. First, that the clause is operative only when recording is necessary to make the transaction valid between the parties. See *In re Hunt*, 139 Fed. 283, 286. The amendment is then ineffective. Or the meaning may be that "required" is equivalent to "required as against creditors." Several cases have gone this far, putting the trustee in the shoes of the creditors. *Loeser* v. *Savings, etc. Co.*, 148 Fed. 975. *In re Montague*, 143 Fed. 428. See 20 HARV. L. REV. 645. Both of the above interpretations proceed upon the theory that for recording to be required within the meaning of the statute it must be required as against those persons the trustee represents. But there is nothing whatever in the language of § 60, a, which would limit its operation to transfers of this kind. The interpretation adopted by the court in the principal case, that the clause includes transfers where for any purpose recording is required, seems more desirable. The purpose of this section of the amendment is to make more uniform the rule for avoiding preferences. Since the state statutes vary greatly as to the class of persons against whom record is required, it does not make for uniformity for that factor to determine whether there has been a preference. Nor is the view contended for without the support of authority. *In re Beckhaus*, 177 Fed. 141; *English* v. *Ross*, 140 Fed. 630. *Contra*, *Meyer Bros.* v. *Pipkin Drug Co.*, 136 Fed. 396. It is to be hoped that the Supreme Court will adopt this, rather than follow out its former view that the trustee's right to avoid a recorded transfer depends both upon his status and the peculiarities of the state statutes. *York, etc. Mfg. Co.* v. *Cassell*, 201 U. S. 344.

BANKRUPTCY — PROVABLE CLAIMS — CLAIMS UNDER EXECUTORY CONTRACTS. — The Auditorium Hotel entered into a five-year contract granting to a transfer company, in consideration of a certain monthly sum, their exclusive baggage and livery privilege. Soon after, the transfer company became bankrupt, and the hotel now claims to prove for damages against the estate. *Held*, that the bankruptcy is an anticipatory breach of the contract and that proof of the claim will be allowed. *In re Scott Transfer Co.*, Circuit Court of Appeals, Seventh Circuit, October Term, 1913.

For a discussion of the principles involved in this case, see NOTES, p. 469.

CARRIERS — BAGGAGE — UNACCOMPANIED BY OWNER. — The plaintiff bought a ticket on the defendant's line and, although she did not become a passenger herself, used it to send baggage, which was lost. *Held*, that the plaintiff may recover. *Alabama Great Southern R. Co.* v. *Knox*, 63 So. 538 (Ala.).

What authority there is, is contrary to this decision. *Marshall* v. *Pontiac R. Co.*, 126 Mich. 45, 85 N. W. 242; *Southern Ry. Co.* v. *Dinkins*, 139 Ga. 332, 77 S. E. 147. The reasoning of these latter cases, it is submitted, is correct. The railroad has held itself out as a carrier of passengers only, and it is solely as a reasonable incident of passenger carriage that baggage carriage may be required at all. The right to transportation of baggage is not one of two coordinate privileges sold together for a single price. Indeed, the essential element in creating carrier's liability for baggage is apparently delivery to the railroad with intent to become a passenger. *Wood* v. *Maine Central R. Co.*, 98 Me. 98, 56 Atl. 457, commented on in 17 HARV. L. REV. 354; *Beers* v. *Boston & Albany R. Co.*, 67 Conn. 417, 34 Atl. 541, criticized in 10 HARV. L. REV. 186. It has even been suggested that if the contemplated journey is never taken the carrier be relieved of responsibility *ab initio*. See WYMAN, PUBLIC SERVICE CORPORATIONS, § 728. This seems fair where no ticket was ever purchased. But it would not seem reasonable to enforce it against a plaintiff who, having purchased a ticket with the *bonâ fide* intention of making the trip, was prevented from going by circumstances arising subsequent to checking the baggage.

However, since he has taken advantage of one incident of the unit of service it would seem that he could not use the ticket for a later journey. But a passenger should not be required to travel on the same train with the baggage. *McKibbin* v. *Wisconsin Central R. Co.*, 100 Minn. 270, 110 N. W. 964; see 20 HARV. L. REV. 647; *Larned* v. *Central R. Co.*, 81 N. J. L. 571, 79 Atl. 289; *Moffat* v. *Long Island R. Co.*, 123 N. Y. App. Div. 719, 107 N. Y. Supp. 1113. Although the old view was *contra*. *Collins* v. *Boston & Maine R.*, 10 Cush. (Mass.) 506; *Wilson* v. *Grand Trunk Ry.*, 56 Me. 60. In breaking away from this rule, the principal case, it is submitted, has gone too far. The proper restriction would seem to be that the trip take place within such a space of time after checking the baggage as to indicate that both relate to the same journey. See *Southern Ry. Co.* v. *Dinkins, supra*. The reasoning of the principal case, that the plaintiff has purchased two rights with the ticket, cannot be reconciled with the above principles. Also, the court's admission here that the plaintiff must, technically at least, have intended to become a passenger, seems inconsistent with its other reasoning.

CARRIERS — PASSENGERS — FAILURE TO TRANSPORT TO DESTINATION. — A passenger on the appellant's train paid his fare to a flag station and notified the conductor of his desire to be set down there. The train stopped about a mile before reaching the station, and upon being directed by the conductor that it was his station, the passenger alighted. The passenger sues for injuries due to his being compelled to walk to his destination. *Held*, that he may recover without regard to the defendant's negligence. *Beaumont, S. L. & W. Ry. Co.* v. *Bishop*, 160 S. W. 975 (Tex. Civ. App.).

The contract of a railroad with a passenger is not as absolute and unconditional as the reasoning of the court in the principal case would indicate. It is not liable for delay in transportation not due to its negligence. *Gordon* v. *Manchester & Lawrence R. Co.*, 52 N. H. 596; *Cormack* v. *New York, N. H. & H. R. Co.*, 196 N. Y. 442, 90 N. E. 56; *Southern Ry. Co.* v. *Miller*, 129 Ky. 98, 110 S. W. 351. But see *Renfro* v. *Texas C. Ry. Co.*, 141 S. W. 820 (Tex. Civ. App.). Nor is it absolutely liable for the safety of the passenger. *Readhead* v. *Midland Ry. Co.*, 2 Q. B. 412, 4 Q. B. 379; *Glennen* v. *Boston Elevated Ry.*, 207 Mass. 497, 498, 93 N. E. 700, 701. It is bound only to exercise the utmost diligence, consistent with its duties as a common carrier, to transport the passenger promptly and safely to his destination and give him a reasonable opportunity to alight. The passenger must use due diligence to inform himself of the places and times for entering and alighting from trains, and the carrier is under no obligation to inform him personally of his arrival at his destination, or to see that he alights. *Southern Ry. Co.* v. *O'Bryan*, 115 Ga. 659, 42 S. E. 42; *Southern R. R. Co.* v. *Kendrick*, 40 Miss. 374. Probably by universal practise the railroads have assumed the duty of giving a general announcement of approach to stations. See *Southern R. R. Co.* v. *Kendrick, supra*, 385; *Southern Ry. Co.* v. *Hobbs*, 118 Ga. 227, 231, 45 S. E. 23, 24. At all events, where the carrier through its authorized agents has undertaken in a particular case to direct the passenger, it will be liable for all delay, expense, or injury proximately resulting from any misdirection. *Louisville, N. A. & C. Ry.* v. *Hosapple*, 12 Ind. App. 301, 38 N. E. 1107; *Louisville & N. R. R. Co.* v. *Jenkins*, 15 Ky. L. R. 239; *Tennessee C. R. Co.* v. *Brasher's Guardian*, 29 Ky. L. R. 1277, 97 S. W. 349.

CONFLICT OF LAWS — RECOGNITION OF FOREIGN JUDGMENT — CITIZENSHIP AS A GROUND FOR PERSONAL JURISDICTION. — The plaintiff, through service by publication, secured a judgment in a Bavarian court against the defendant, a Bavarian subject, who throughout the proceedings was domiciled in New York. The defendant had filed his intention of becoming a United States citizen, but